

Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719



Harbor Insurance Company

(a Stock Company, herein called the "Company")

HOME OFFICE: 4201 Wilshire Boulevard, Los Angeles, California 90010

No. \diamond HI 164065

The Company hereby agrees with the Insured named in the Declarations made a part of this policy (hereof), in consideration of the payment of the premium and in reliance upon the statements in the Declarations, to provide insurance to the Insured in accordance with the terms stated in the Declarations and in the documents attached hereto and incorporated in this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Harry D. Boyd
Secretary

President

Edwin V. Hughes

THOMAS E. SEARS · INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
200 CLARENCE STREET
BOSTON, MASS. 02110

DECLARATIONS

INSURED'S NAME: MONSANTO COMPANY

INSURED'S ADDRESS: 800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63166

No. \diamond HI 164065

TYPE OF COVERAGE	EXCESS UMBRELLA LIABILITY	INFORMATION HERE ABBREVIATED IN EVENT OF INCONSISTENCY WITH WORDINGS AND/OR ENDORSEMENTS ATTACHED HERETO SAID WORDINGS AND/OR ENDORSEMENTS PREVAIL.
AMOUNT OR LIMITS	\$10,000,000.00 PART OF \$105,000,000.00 EXCESS OF \$140,000,000.00 COMBINED SINGLE LIMIT	
POLICY PERIOD	FROM: APRIL 1, 1982 TO: APRIL 1, 1983	
12:01 A.M. STANDARD TIME <input checked="" type="checkbox"/> AT THE ADDRESS OF THE INSURED <input type="checkbox"/> AT THE LOCATION OF THE PROPERTY		

FORMS ATTACHED: HU 6096-CFS(1-79), END'S 1 THROUGH 5.

FLAT PREMIUM
\$10,000.00

TOTAL
\$10,000.00

Harbor Insurance Company

By

AUTHORIZED REPRESENTATIVE

DATED AT KANSAS CITY,
MISSOURI

THIS 31ST

DAY OF MARCH, 1982

MONS 157935



Harbor Insurance Company

HOME OFFICE: 4201 WILSHIRE BOULEVARD, LOS ANGELES, CALIFORNIA 90010

MONS 157936

EXCESS UMBRELLA POLICY DECLARATIONS

ITEM 1. Named Insured: **MONSANTO COMPANY**

ITEM 2. Underlying Umbrella Policies: **AS PER SCHEDULE ON FILE WITH THE COMPANY**

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): **\$140,000,000.00**

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): **\$140,000,000.00**

ITEM 5. Limit of Liability (Insuring Agreement 2): **\$10,000,000.00 PART OF \$105,000,000.00**

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): **\$10,000,000.00 PART OF \$105,000,000.00**

ITEM 7. Notice of Occurrence (Condition 4) to: **HARBOR INSURANCE COMPANY
4201 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010**

NAMED INSURED:

As stated in Item 1 of the Declarations forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

1. COVERAGE.

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law;
- or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages on account of:—

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, during the policy period and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by certain Insurance Companies, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY — UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

\$ (as stated in Item 3 of the Declarations) Ultimate Net Loss in respect of each occurrence, but

\$ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations) Ultimate Net Loss in respect of each occurrence — subject to a limit of

\$ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

ATTACHING TO AND FORMING PART OF THE POLICY NUMBER **HI 164065**

DATED **KANSAS CITY,**
AT **MISSOURI** THIS **31ST** DAY OF **MARCH, 1982**

Harbor Insurance Company

BY _____ (AUTHORIZED REPRESENTATIVE)

MU-8098-CFS (REV. 79)

MONS 157937

ORIGINAL ENDORSEMENT

ENDORSEMENT

INSURED MONSANTO COMPANY

PRODUCER THOMAS SEARS

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS APRIL 1, 1982

TYPE OF COVERAGE EXCESS UMBRELLA LIABILITY

NO. 6

POLICY OR CERTIFICATE

NO. HI 164065

REFER NO. VH/KAJ/EG

IT IS UNDERSTOOD AND AGREED THAT ENDORSEMENT NO. 4 IS HEREBY
DELETED IN ITS ENTIRETY AND THE FOLLOWING SUBSTITUTED THEREFOR:

IT IS UNDERSTOOD AND AGREED THAT THE WORDS "THIRTY (30)
DAYS" APPEARING IN CONDITION 3 ARE DELETED AND "SIXTY (60)
DAYS" SUBSTITUTED THEREFOR EXCEPT FOR NON-PAYMENT OF
PREMIUM, IN WHICH CASE, TEN DAYS NOTICE SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF
THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT KANSAS CITY,
AT MISSOURI

THIS 22ND DAY OF SEPTEMBER, 1982 BY

AUTHORIZED REPRESENTATIVE

1003.7 (REV. 2-78)

MONS 157939

ENDORSEMENT		NO. 
INSURED		5
PRODUCER		POLICY OR CERTIFICATE
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS		NO. HI 164065
OF COVERAGE		REFER NO.

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY'S LIMIT OF LIABILITY AS STATED IN THE DECLARATIONS OF THIS POLICY IS PRO RATA OF THE \$105,000,000.00 LIMIT STATED THEREIN WHETHER OR NOT SUCH LIMIT IS FULLY INSURED AND IN THE EVENT OF A LOSS HEREUNDER, THE COMPANY SHALL NOT BE LIABLE FOR ANY GREATER PROPORTION OF SUCH LOSS THAN ITS TOTAL LIMIT BEARS TO \$105,000,000.00.

IT IS FURTHER UNDERSTOOD AND AGREED THAT WHERE LIMITS OF LIABILITY AS STATED IN THIS POLICY ARE IN THE AGGREGATE, AMORTIZATION OF THE COMPANY'S AGGREGATE LIMITS SHALL BE EFFECTED ONLY TO THE EXTENT OF THE COMPANY'S PRO RATA SHARE OF A LOSS FOR WHICH THE AGGREGATE LIMIT IS APPLICABLE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT KANSAS CITY,
MISSOURI

THIS 31ST DAY OF MARCH, 1982

BY _____
AUTHORIZED REPRESENTATIVE

1003.7 (REV. 2-78)

MONS 157940

ENDORSEMENT

INSURED

NO **D**

4

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

TY F COVERAGE

POLICY OR CERTIFICATE

NO.

REFER NO. **HI 164065**

AMENDMENT OF CANCELLATION CONDITION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS POLICY MAY BE CANCELLED BY THIS COMPANY AT ANY TIME FOR FAILURE OF THE INSURED TO PAY ANY PREMIUM WHEN DUE BY MAILING OR DELIVERING TO THE INSURED WRITTEN NOTICE STATING WHEN, NOT LESS THAN 10 DAYS THEREAFTER, SUCH CANCELLATION SHALL BE EFFECTIVE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED
AT

**KANSAS CITY,
MISSOURI**

THIS **31ST** DAY OF


**MARCH,
1982**

BY

AUTHORIZED REPRESENTATIVE

HL: 8815-7 (5-78)

MONS 157941

ENDORSEMENT		NO. 
INSURED		3
PRODUCER		POLICY OR CERTIFICATE
T EFFECTIVE DATE OF THIS ENDORSEMENT IS		NO.
T OF COVERAGE		REFER NO. HI 164065

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF ANY ACT, ERROR OR OMISSION, OR BREACH OF DUTY OF ANY INSURED SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO WITH RESPECT TO THEIR DUTIES UNDER ANY PENSION OR EMPLOYEE BENEFIT PLANS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED AT KANSAS CITY, 31ST DAY OF MARCH, 1982

MISSOURI

BY _____
AUTHORIZED REPRESENTATIVE

HARBOR INSURANCE COMPANY

MO, MOD-7-B-781

MONS 157942

ENDORSEMENT		NO <input checked="" type="checkbox"/>	2
INSURED		POLICY NO.	
PRODUCER		REFER NO	
1E EFFECTIVE DATE OF THIS ENDORSEMENT			
TYPE OF COVERAGE			HI 164065

CONTAMINATION OR POLLUTION EXCLUSION

IT IS UNDERSTOOD AND AGREED THAT EXCEPT INsofar AS COVERAGE IS AVAILABLE TO THE ASSURED IN THE UNDERLYING INSURANCES AS SET OUT IN THE SCHEDULE OF UNDERLYING POLICIES, THIS INSURANCE SHALL NOT APPLY TO ANY LOSS ARISING OUT OF CONTAMINATION OR POLLUTION.

NOTWITHSTANDING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF:

(1) SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

(2) OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTES) INTO OR UPON ANY WATERCOURSE OR BODY OF WATER, BOG, MARSH, SWAMP OR WETLAND, WHETHER OR NOT SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL, BUT THIS EXCLUSION (2) SHALL APPLY ONLY WITH RESPECT TO OPERATIONS DESCRIBED AS FOLLOWS:

DESCRIPTION OF OPERATIONS

GASOLINE RECOVERY - FROM CASING HEAD OR NATURAL GAS
NON OPERATING WORKING INTERESTS
OIL OR GAS WELL SHOOTING
OIL OR GAS WELLS - ACIDIZING
OIL OR GAS WELLS - CEMENTING
OIL OR GAS WELLS - CLEANING OR SWABBING - BY CONTRACTORS
OIL OR GAS WELLS - SERVICING - BY CONTRACTORS
OIL OR GAS WELLS - DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING
OIL OR GAS WELLS - INSTRUMENT LOGGING OR SURVEY WORK IN WELLS
OIL OR GAS WELLS - PERFORATING OF CASING
OIL LEASE OPERATORS OR GAS LEASE OPERATORS - NATURAL GAS
OIL PIPE LINES - OPERATION, INCLUDING MAINTENANCE
OIL RIG OR DERRICK ERECTING OR DISMANTLING - WOOD OR METAL - INCLUDING CONSTRUCTION OF FOUNDATIONS OR STRUCTURES OR INSTALLATION OF EQUIPMENT
OIL REFINING - PETROLEUM
OTHER PETROCHEMICAL OPERATIONS
CHEMICAL MANUFACTURING

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED	KANSAS CITY,	31ST	MARCH,	
AT	MISSOURI	THIS	1982	BY
				_____ AUTHORIZED REPRESENTATIVE

HU-8192-7 (REV. 7-80)

MONS 157943

OU 8679a
(Ed. 10-39)A&G 461a
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT NO. 1
(BROAD FORM)

APRIL 1, 1982

This endorsement, effective (12:01 A.M., standard time), forms a part of policy No. HI 164065

issued to
MONSANTO COMPANY
by
HARBOR INSURANCE COMPANY

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

- "hazardous properties" include radioactive, toxic or explosive properties;
- "nuclear material" means source material, special nuclear material or byproduct material;
- "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
- "nuclear facility" means
- (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

HARBOR INSURANCE COMPANY

(AUTHENTIC)

BY

Authorized Representative

MONS 157944



Harbor Insurance Company

(a Stock Company, herein called the "Company")

HOME OFFICE 4201 Wilshire Boulevard, Los Angeles, California 90010

No. \diamond HI 165653

The Company hereby agrees with the Insured named in the Declarations made a part of this policy (hereof), in consideration of the payment of the premium and in reliance upon the statements in the Declarations, to provide insurance to the Insured in accordance with the terms stated in the Declarations and in the documents attached hereto and incorporated in this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Harry D. Boyd
Secretary

President

Edwin V. Hughes

DECLARATIONS

INSURED'S NAME: MONSANTO COMPANY

No. \diamond HI 165658

INSURED'S ADDRESS: 800 NORTH LINDBERG BLVD.
ST. LOUIS, MISSOURI 63166

TYPE OF COVERAGE	EXCESS UMBRELLA LIABILITY		\diamond INFORMATION HERE ABBREVIATED IN EVENT OF INCONSISTENCY WITH WORDINGS AND/OR ENDORSEMENTS ATTACHED HERETO SAID WORDINGS AND/OR ENDORSEMENTS PREVAIL.
AMOUNT OR LIMITS	\$10,000,000 P/O \$105,000,000 EXCESS OF \$140,000,000 COMBINED SINGLE LIMIT		
POLICY PERIOD	FROM: APRIL 1, 1983 TO: APRIL 1, 1984		
	12:01 A.M. STANDARD TIME <input checked="" type="checkbox"/> AT THE ADDRESS OF THE INSURED <input type="checkbox"/> AT THE LOCATION OF THE PROPERTY		

FORMS ATTACHED: HU 6096-CFS (1-79) ENDORSEMENTS 1 THROUGH 5

PREMIUM

\$10,000

TOTAL

\$10,000

THOMAS E. SEARS, INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
100 CLARENCE STREET
BOSTON, MASS. 02116

Harbor Insurance Company

By

AUTHORIZED REPRESENTATIVE

DATED AT NEW YORK, NEW YORK

THIS

3RD

DAY OF JUNE, 1983 wea

MONS 158374

HU 8000-7 (3/78)

ORIGINAL COPY

EXCESS UMBRELLA POLICY DECLARATIONS

ITEM 1. Named Insured. **MONSANTO COMPANY**

ITEM 2. Underlying Umbrella Policies **AS PER SCHEDULE ON FILE WITH THE COMPANY**

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): **\$140,000,000.00**

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): **\$140,000,000.00**

ITEM 5. Limit of Liability (Insuring Agreement 2): **\$10,000,000.00 PART OF \$105,000,000.00**

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): **\$10,000,000.00 PART OF \$105,000,000.00**

ITEM 7. Notice of Occurrence (Condition 4) to: **HARBOR INSURANCE COMPANY
4201 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010**

NAMED INSURED:

As stated in Item 1 of the Declarations forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

COVERAGE.

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability:

- (a) imposed upon the Insured by law;
- or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages on account of:—

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, during the policy period and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by certain Insurance Companies, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY — UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

\$ (as stated in Item 3 of the Declarations) Ultimate Net Loss in respect of each occurrence, but

\$ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations) Ultimate Net Loss in respect of each occurrence — subject to a limit of

\$ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

ATTACHING TO AND FORMING PART OF THE POLICY

NUMBER HI 165658

DATED
AT **NEW YORK, NY** **3RD**

DAY OF **JUNE, 1983** was

BY 

(AUTHORIZED REPRESENTATIVE)

HL 6096 CFS (REV. 1-79)

MONS 158375

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof without reduction of coverage or except for any reduction of the aggregate limits contained therein solely by the payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy, or by the operation of Condition C of the Underlying Umbrella Policies.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or its representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or its representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this Insurance has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

In the event that the Company or its authorized representative has issued or may issue, at the request of the Insured, certificates of insurance and/or statutory filings and/or other evidences of insurance (hereinafter referred to as certificates) under this Policy which certificates require the Company to give advance notice of cancellation to the recipients of such certificates or others then the Insured, if it should elect to cancel this Policy, shall give the Company not less than the same advance notice of cancellation as is required to be given by the Company under such certificates and in doing so shall allow the Company not less than three business days for the preparation and mailing of such notices of cancellation to the recipients of such certificates.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE.

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of the Insurance afforded by this Policy, the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other Insurance.

6. SOLE AGENT.

The first Named Insured shall be deemed the sole agent of each and every Named Insured for the purposes of (1) giving notice of cancellation, either by the Company or the Named Insured, (2) giving instructions for changes in this Policy, and (3) the payment of premiums or receipt of return premiums.

MONS 158376

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. ☐ 5

INSURED

PRODUCER

EFFECTIVE DATE OF THIS ENDORSEMENT IS APRIL 1, 1983

TYPE OF COVERAGE

POLICY OR CERTIFICATE

NO. HI 165658

REFER NO.

IT IS UNDERSTOOD AND AGREED THAT THE WORDS "THIRTY (30) DAYS" APPEARING IN CONDITION 3 ARE DELETED AND "SIXTY (60) DAYS" SUBSTITUTED THEREFOR EXCEPT FOR NON-PAYMENT OF PREMIUM, IN WHICH CASE, TEN DAYS NOTICE SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED. HARBOR INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK

THIS 3RD DAY OF JUNE, 1983


BY _____
AUTHORIZED REPRESENTATIVE

1003-7 (REV 2-78)

MONS 158377

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. ☐ 4

INSURED

PRODUCER

EFFECTIVE DATE OF THIS ENDORSEMENT IS APRIL 1, 1983

TYPE OF COVERAGE

POLICY OR CERTIFICATE

NO. HI 165658

REFER NO.

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY'S LIMIT OF LIABILITY AS STATED IN THE DECLARATIONS OF THIS POLICY IS PRO RATA OF THE \$105,000,000.00 LIMIT STATED THEREIN WHETHER OR NOT SUCH LIMIT IS FULLY INSURED AND IN THE EVENT OF A LOSS HEREUNDER, THE COMPANY SHALL NOT BE LIABLE FOR ANY GREATER PROPORTION OF SUCH LOSS THAN ITS TOTAL LIMIT BEARS TO \$105,000,000.00.

IT IS FURTHER UNDERSTOOD AND AGREED THAT WHERE LIMITS OF LIABILITY AS STATED IN THIS POLICY ARE IN THE AGGREGATE, AMORTIZATION OF THE COMPANY'S AGGREGATE LIMITS SHALL BE EFFECTED ONLY TO THE EXTENT OF THE COMPANY'S PRO RATA SHARE OF A LOSS FOR WHICH THE AGGREGATE LIMIT IS APPLICABLE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED
AT NEW YORK, NEW YORK

THIS 3RD DAY OF JUNE, 1983

BY


AUTHORIZED REPRESENTATIVE

1003-1 (REV 2-78)

MONS 158378

ENDORSEMENT

NO 3

INSURED

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS **APRIL 1, 1983**

TYPE OF COVERAGE

POLICY OR CERTIFICATE

NO. **HI 165658**

REFER NO.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF ANY ACT, ERROR OR OMISSION, OR BREACH OF DUTY OF ANY INSURED SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO WITH RESPECT TO THEIR DUTIES UNDER ANY PENSION OR EMPLOYEE BENEFIT PLANS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED **NEW YORK, NEW YORK**

THIS **3RD** DAY OF **JUNE, 1983** was

BY


AUTHORIZED REPRESENTATIVE

MONS 158379

ENDORSEMENT

NO **2**

INSURED

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT **APRIL 1, 1983**
TYPE OF COVERAGE

POLICY
NO. **HI 165658**
REFER NO.

CONTAMINATION OR POLLUTION EXCLUSION

IT IS UNDERSTOOD AND AGREED THAT EXCEPT INsofar AS COVERAGE IS AVAILABLE TO THE ASSURED IN THE UNDERLYING INSURANCES AS SET OUT IN THE SCHEDULE OF UNDERLYING POLICIES, THIS INSURANCE SHALL NOT APPLY TO ANY LOSS ARISING OUT OF CONTAMINATION OR POLLUTION.

NOTWITHSTANDING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF.

(1) SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

(2) OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTES) INTO OR UPON ANY WATERCOURSE OR BODY OF WATER, BOG, MARSH, SWAMP OR WETLAND, WHETHER OR NOT SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL, BUT THIS EXCLUSION (2) SHALL APPLY ONLY WITH RESPECT TO OPERATIONS DESCRIBED AS FOLLOWS.

DESCRIPTION OF OPERATIONS

GASOLINE RECOVERY - FROM CASING HEAD OR NATURAL GAS
NON OPERATING WORKING INTERESTS
OIL OR GAS WELL SHOOTING
OIL OR GAS WELLS - ACIDIZING
OIL OR GAS WELLS - CEMENTING
OIL OR GAS WELLS - CLEANING OR SWABBING - BY CONTRACTORS
OIL OR GAS WELLS - SERVICING - BY CONTRACTORS
OIL OR GAS WELLS - DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING
OIL OR GAS WELLS - INSTRUMENT LOGGING OR SURVEY WORK IN WELLS
OIL OR GAS WELLS - PERFORATING OF CASING
OIL LEASE OPERATORS OR GAS LEASE OPERATORS - NATURAL GAS
OIL PIPE LINES - OPERATION, INCLUDING MAINTENANCE
OIL RIG OR DERRICK ERECTING OR DISMANTLING - WOOD OR METAL - INCLUDING CONSTRUCTION OF FOUNDATIONS OR STRUCTURES OR INSTALLATION OF EQUIPMENT
OIL REFINING - PETROLEUM
OTHER PETROCHEMICAL OPERATIONS
CHEMICAL MANUFACTURING

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED **NEW YORK, NEW YORK** THIS **3RD**

DAY OF **JUNE, 1983** BY **wea**


AUTHORIZED REPRESENTATIVE

HU-8192-7 (REV. 7-80)

MONS 158380

GU 8679a
(Ed 10-54)A&G 661a
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)ENDORSEMENT #1This endorsement, effective **APRIL 1, 1983** (12:01 A.M. standard time), forms a part of policy No. HI 165658

issued to

by

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor;
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

HARBOR INSURANCE COMPANY

AUTHENTIC


 Authorized Representative

MONS 158381



Harbor Insurance Company
(a Stock Company, herein called the "Company")

HOME OFFICE 4201 Wilshire Boulevard, Los Angeles, California 90010

No. Φ HI 178659

The Company hereby agrees with the Insured named in the Declarations made a part of this policy (hereof), in consideration of the payment of the premium and in reliance upon the statements in the Declarations, to provide insurance to the Insured in accordance with the terms stated in the Declarations and in the documents attached hereto and incorporated in this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

Harry D. Boyd
Secretary

Edwin V. Hughes
President

DECLARATIONS

INSURED'S NAME:		MONSANTO COMPANY, ETAL		No. Φ HI 178659
		PER UNDERLYING		
INSURED'S ADDRESS:		800 NORTH LINDBERGH BOULEVARD		
		ST. LOUIS, MISSOURI 63166		
TYPE OF COVERAGE	EXCESS UMBRELLA LIABILITY			INFORMATION HERE ABSTRACTED PREVENT OF INCONSISTENCY WITH WORKINGS AND/OR ENDORSEMENTS ATTACHED HERETO SAID WORKINGS AND/OR ENDORSEMENTS PREVAIL.
AMOUNT OR LIMITS	PER FORMS.			
FROM:	APRIL 1, 1985	TO:	APRIL 1, 1986	TERM:
POLICY PERIOD	12:01 A.M. STANDARD TIME <input checked="" type="checkbox"/> AT THE ADDRESS OF THE INSURED <input type="checkbox"/> AT THE LOCATION OF THE PROPERTY			
FORMS ATTACHED: HU 6096 (1/79), ENDORSEMENTS. NO. 1-11				
FLAT PREMIUM		TOTAL		
\$12,000.		\$12,000.		

THOMAS E. SEARS, INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
100 CLARENDON STREET
BOSTON, MASS. 02116

Harbor Insurance Company

By

Robert J. [Signature]
AUTHORIZED REPRESENTATIVE

DATED AT NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

HU 8000-7 (3/78)

ORIGINAL COPY

MONS 159576

Monsanto CBI 5A002182

CONDITIONS

1 PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2 MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof without reduction of coverage or except for any reduction of the aggregate limits contained therein solely by the payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy, or by the operation of ~~the~~ of the Underlying Umbrella Policies.

3 CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or its representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or its representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short-rate proportion of the premium for the period this Insurance has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

In the event that the Company or its authorized representative has issued or may issue, at the request of the Insured, certificates of insurance and/or statutory filings and/or other evidences of insurance (hereinafter referred to as certificates) under this Policy, which certificates require the Company to give advance notice of cancellation to the recipients of such certificates or others, then the Insured, if it should elect to cancel this Policy, shall give the Company not less than the same advance notice of cancellation as is required to be given by the Company under such certificates and in doing so shall allow the Company not less than three business days for the preparation and mailing of such notices of cancellation to the recipients of such certificates.

4 NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5 OTHER INSURANCE.

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

6 SOLE AGENT.

The first Named Insured shall be deemed the sole agent of each and every Named Insured for the purposes of (1) giving notice of cancellation, either by the Company or the Named Insured, (2) giving instructions for changes in this Policy, and (3) the payment of premiums or receipt of return premiums.

DESTROYED
ENCLOSURE

MONS 159578

ENDORSEMENT

INSURED MONSANTO COMPANY, ETAL

NO.  (11)

PRODUCER

POLICY

EFFECTIVE DATE OF THIS ENDORSEMENT IS APRIL 1, 1985

NO. HI 178659

TYPE OF COVERAGE

AIRCRAFT PRODUCTS EXCLUSION

IN CONSIDERATION OF THE PREMIUM AT WHICH THIS POLICY IS WRITTEN, IT IS HEREBY UNDERSTOOD AND AGREED THAT AS RESPECTS AIRCRAFT PRODUCTS THE COMPANY SHALL NOT HAVE THE DUTY TO INDEMNIFY, PAY ON BEHALF OF OR DEFEND ANY SUIT AGAINST ANY INSURED HEREUNDER ARISING OUT OF THE PRODUCTS HAZARD (INCLUDING COMPLETED OPERATIONS) OR GROUNDING LIABILITY.

"AIRCRAFT PRODUCTS" INCLUDES AIRCRAFT (INCLUDING MISSILES OR SPACECRAFT AND ANY GROUND SUPPORT OR CONTROL EQUIPMENT USED THEREWITH), AND ANY ARTICLE FURNISHED BY THE INSURED OR THEIR PREDECESSORS IN BUSINESS AND INSTALLED IN AIRCRAFT OR USED IN CONNECTION WITH AIRCRAFT OR FOR SPARE PARTS FOR AIRCRAFT, OR TOOLING USED FOR THE MANUFACTURE THEREOF, INCLUDING GROUND HANDLING TOOLS AND EQUIPMENT AND ALSO MEANS TRAINING AIDS, INSTRUCTION, MANUALS, BLUEPRINTS, ENGINEERING OR OTHER DATA, AND/OR ANY ARTICLE IN RESPECT OF WHICH ENGINEERING OR OTHER ADVICE AND/OR SERVICES AND/OR LABOR HAVE BEEN GIVEN OR SUPPLIED BY THE INSURED OR THEIR PREDECESSORS IN BUSINESS RELATING TO SUCH AIRCRAFT OR ARTICLES.

"PRODUCTS HAZARD" INCLUDES PERSONAL INJURY OR BODILY INJURY (AS IS PROVIDED BY THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED) AND PROPERTY DAMAGE ARISING OUT OF THE NAMED INSURED'S PRODUCTS OR RELIANCE UPON A REPRESENTATION OR WARRANTY MADE AT ANY TIME WITH RESPECT THERETO, BUT ONLY IF THE PERSONAL INJURY OR PROPERTY DAMAGE OCCURS AWAY FROM THE PREMISES OWNED BY OR RENTED TO THE NAMED INSURED AND AFTER PHYSICAL POSSESSION OF SUCH PRODUCTS HAS BEEN RELINQUISHED TO OTHERS.

"COMPLETED OPERATIONS" INCLUDES PERSONAL INJURY OR BODILY INJURY (AS IS PROVIDED BY THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED) AND PROPERTY DAMAGE ARISING OUT OF OPERATIONS OR RELIANCE UPON A REPRESENTATION OR WARRANTY MADE AT ANY TIME WITH RESPECT THERETO, BUT ONLY IF THE PERSONAL INJURY, BODILY INJURY OR PROPERTY DAMAGE OCCURS AFTER SUCH OPERATIONS HAVE BEEN COMPLETED OR ABANDONED AND OCCURS AWAY FROM PREMISES OWNED BY OR RENTED TO THE NAMED INSURED. "OPERATIONS" INCLUDES MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION THEREWITH. OPERATIONS SHALL BE DEEMED COMPLETED AT THE EARLIEST OF THE FOLLOWING TIMES:

- 1.) WHEN ALL OPERATIONS TO BE PERFORMED BY OR ON BEHALF OF THE NAMED INSURED UNDER THE CONTRACT HAVE BEEN COMPLETED.
- 2.) WHEN ALL OPERATIONS TO BE PERFORMED BY OR ON BEHALF OF THE NAMED INSURED AT THE SITE OF THE OPERATIONS HAVE BEEN COMPLETED, OR
- 3.) WHEN THE PORTION OF THE WORK OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

OPERATIONS WHICH MAY REQUIRE FURTHER SERVICE OR MAINTENANCE WORK, OR CORRECTION, REPAIR OR REPLACEMENT BECAUSE OF ANY DEFECT OR DEFICIENCY, BUT WHICH ARE OTHERWISE COMPLETE, SHALL BE DEEMED COMPLETED.

"GROUNDING LIABILITY" MEANS THE WITHDRAWAL, AT OR ABOUT THE SAME TIME IN THE INTEREST OF SAFETY, OF ONE OR MORE AIRCRAFT FROM FLIGHT OPERATIONS BECAUSE OF A LIKE CONDITION OR SUSPICION THEREOF IN TWO OR MORE SUCH AIRCRAFT WHETHER SUCH AIRCRAFT SO WITHDRAWN ARE OWNED OR OPERATED BY THE SAME OR DIFFERENT PERSONS, FIRMS OR CORPORATIONS.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE UNDERLYING AGGREGATE LIMITS SCHEDULED IN THE DECLARATIONS HEREUNDER SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL NOT BE IMPAIRED BY ANY SUIT, CLAIM OR LOSS EXCLUDED BY THIS ENDORSEMENT.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

SIGNED
AT

NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

BY


 AUTHORIZED REPRESENTATIVE

MON 8810-8 (7-73)

ORIGINAL ENDORSEMENT

MONS 159579

ORIGINAL ENDORSEMENT

		ENDORSEMENT	NO. 10 (10)
INSURED	MONSANTO COMPANY, ETAL		
P. J CER			POLICY OR CERTIFICATE
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS	APRIL 1, 1985		NO. HI 178659
TYPE OF COVERAGE			REFER NO.

ASBESTOS EXCLUSION

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY DOES NOT APPLY TO ANY CLAIM (S) ARISING OUT OF THE MANUFACTURE AND/OR DISTRIBUTION AND/OR HANDLING IN ANY FASHION OF ASBESTOS PRODUCTS OR PRODUCTS CONTAINING ASBESTOS FIBERS AND ALL CLAIMS RESULTING FROM ASBESTOSIS OR ANY OTHER ASBESTOS RELATED INJURIES OR DISEASES.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE UNDERLYING AGGREGATE LIMITS SCHEDULED IN THE DECLARATIONS HEREUNDER SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL NOT BE IMPAIRED BY ANY SUIT, CLAIM OR LOSS EXCLUDED BY THIS ENDORSEMENT.

IT IS STILL FURTHER UNDERSTOOD AND AGREED, HOWEVER, THAT THIS EXCLUSION DOES NOT EXCLUDE BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM ANY OCCURRENCE WHERE SUCH INJURY OR DAMAGE IS NOT RELATED TO THE ASBESTOS CONTENT OF THE PRODUCT OR COMPLETED OPERATION, BUT SUCH CONTENT IS PURELY INCIDENTAL TO THE OCCURRENCE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED AT NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

BY  AUTHORIZED REPRESENTATIVE

HARBOR INSURANCE COMPANY

MONS 159580

ORIGINAL ENDORSEMENT

		ENDORSEMENT	NO. <input type="checkbox"/> (9)
INSURED	MONSANTO COMPANY, ETAL		
PRODUCER			POLICY OR CERTIFICATE
1	EFFECTIVE DATE OF THIS ENDORSEMENT IS	APRIL 1, 1985	NO. HI 178659
TYPE OF COVERAGE			REFER NO.

SEEDMAN'S ERRORS AND OMISSIONS EXCLUSION

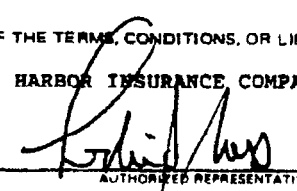
IT IS UNDERSTOOD AND AGREED THAT THE POLICY DOES NOT APPLY TO ANY LIABILITY RESULTING FROM FAILURE OF SEEDS SOLD, HANDLED OR DISTRIBUTED BY THE INSURED TO GERMINATE OR TO PRODUCE CROPS OF THE KIND OR QUALITY REPRESENTED OR WARRANTED BY THE INSURED, INCLUDING LOSS RESULTING FROM MISDELIVERY OF SEEDS.

THE TERM "SEED" WHEREVER USED HEREIN SHALL INCLUDE SEEDS, BULBS, PLANTS, ROOTS, TUBERS, CUTTINGS OR OTHER SIMILAR MEANS OF PLANT PROPOGATION.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE UNDERLYING AGGREGATE LIMITS SCHEDULED IN THE DECLARATIONS HEREUNDER SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL NOT BE IMPAIRED BY ANY SUIT, CLAIM OR LOSS EXCLUDED BY THIS ENDORSEMENT.


NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED
AT NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

HARBOR INSURANCE COMPANY

BY _____
AUTHORIZED REPRESENTATIVE

MONS 159581

ORIGINAL ENDORSEMENT

INSURED	MONSANTO COMPANY, ETAL	ENDORSEMENT	NO.  (8)
P	ICER	POLICY OR CERTIFICATE	
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS	APRIL 1, 1985	NO. HI 178659	
TYPE OF COVERAGE		REFER NO.	

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR BODILY INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE MANUFACTURING, HANDLING, DISTRIBUTION, SALE, APPLICATION, CONSUMPTION OR USE OF ANY CHEMICAL OR PRODUCT KNOWN AS POLYCHLORINATED BIPHENYLS OR WHICH HAS THE SAME CHEMICAL FORMULARY, OR WHICH IS GENERALLY KNOWN IN THE CHEMICAL TRADE AS HAVING A LIKE FORMULATION, STRUCTURE, OR FUNCTION BY WHATEVER NAME MANUFACTURED, FORMULATED, OR STRUCTURED OR BY WHATEVER NAME MANUFACTURED, SOLD OR DISTRIBUTED.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE UNDERLYING LIMIT SCHEDULED IN THE DECLARATIONS SHALL REMAIN IN FULL FORCE AND EFFECT AND NOT BE IMPAIRED BY ANY SUIT, CLAIM OR LOSS EXCLUDED BY THE FOREGOING.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

NEW YORK, NEW YORK THIS 15TH DAY OF MAY, 1985

BY 
AUTHORIZED REPRESENTATIVE

MONS 159582

ORIGINAL ENDORSEMENT

		ENDORSEMENT	NO. (7)
INSURED	MONSANTO COMPANY, ETAL		
PRODUCER			POLICY OR CERTIFICATE
1	EFFECTIVE DATE OF THIS ENDORSEMENT IS	APRIL 1, 1985	NO. HI 178659
TYPE OF COVERAGE			REFER NO.

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR BODILY INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE MANUFACTURING, HANDLING, DISTRIBUTION SALE, APPLICATION, CONSUMPTION OR USE OF ANY CHEMICAL OR PRODUCT KNOWN AS UREA-FORMALDEHYDE OR WHICH HAS THE SAME CHEMICAL FORMULARY, OR WHICH IS GENERALLY KNOWN IN THE CHEMICAL TRADE AS HAVING A LIKE FORMULATION, STRUCTURE, OR FUNCTION BY WHATEVER NAME MANUFACTURED, FORMULATED, OR STRUCTURED OR BY WHATEVER NAME MANUFACTURED, SOLD OR DISTRIBUTED.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE UNDERLYING AGGREGATE LIMIT SCHEDULED IN THE DECLARATIONS SHALL REMAIN IN FULL FORCE AND EFFECT AND NOT BE IMPAIRED BY ANY SUIT, CLAIM OR LOSS EXCLUDED BY FOREGOING.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.


HARBOR INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

BY  AUTHORIZED REPRESENTATIVE

MONS 159583

ORIGINAL ENDORSEMENT

		ENDORSEMENT	NO.  (6)
INSURED	MONSANTO COMPANY, ETAL		
PRODUCER			POLICY OR CERTIFICATE
T	EFFECTIVE DATE OF THIS ENDORSEMENT IS	APRIL 1, 1985	NO. HI 178659
TYPE OF COVERAGE			REFER NO.

IT IS AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY FOR BODILY INJURY, OR PROPERTY DAMAGE ARISING OUT OF THE MANUFACTURING, HANDLING, DISTRIBUTION, SALE, APPLICATION, CONSUMPTION OR USE OF ANY CHEMICAL OR PRODUCT KNOWN AS "AGENT ORANGE" OR WHICH HAS THE SAME CHEMICAL FORMULARY, OR WHICH IS GENERALLY KNOWN IN THE CHEMICAL TRADE AS HAVING A LIKE FORMULATION, STRUCTURE, OR FUNCTION BY WHATEVER NAME MANUFACTURED, FORMULATED, OR STRUCTURED OR BY WHATEVER NAME MANUFACTURED, SOLD OR DISTRIBUTED.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE UNDERLYING AGGREGATE LIMIT SCHEDULED IN THE DECLARATIONS SHALL REMAIN IN FULL FORCE AND EFFECT AND NOT BE IMPAIRED BY ANY SUIT, CLAIM OR LOSS EXCLUDED BY THE FOREGOING.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED
AT NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

BY 
AUTHORIZED REPRESENTATIVE

MONS 159584

ORIGINAL ENDORSEMENT

		ENDORSEMENT	NO. (5)
INSURED	MONSANTO COMPANY, ETAL		
IF CER			POLICY OR CERTIFICATE
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS	APRIL 1, 1985		NO. HI 178659
TYPE OF COVERAGE			REFER NO.

CONTAMINATION OR POLLUTION EXCLUSION

- 1.) IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS, OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTE) OR OTHER IRRITANT, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BOG, MARSH, SWAMP OR WETLAND.
- 2.) IT IS ALSO AGREED THAT THIS INSURANCE DOES NOT APPLY TO LOSS OF, DAMAGE TO, OR LOSS OF USE OF PROPERTY, INCLUDING, BUT NOT LIMITED TO THE COST OF EVALUATING AND/OR MONITORING AND/OR CONTROLLING AND/OR REMOVING AND/OR NULLIFYING AND/OR CLEANING-UP SEEPING AND/OR POLLUTING AND/OR CONTAMINATING SUBSTANCES;
- 3.) IT IS FURTHER AGREED THAT THIS INSURANCE DOES NOT APPLY TO FINES, PENALTIES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, TREBLE DAMAGES, OR ANY OTHER DAMAGES RESULTING FROM THE MULTIPLICATION OF COMPENSATORY DAMAGES ARISING FROM THE HAZARDS SPECIFIED IN ITEMS (1) AND (2) ABOVE.
- 4.) IT IS FURTHER AGREED THAT THE UNDERLYING INSURANCE DESCRIBED IN THE DECLARATIONS SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL NOT BE IMPAIRED BY ANY SUIT, CLAIM OR LOSS EXCLUDED BY FOREGOING.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

BY


AUTHORIZED REPRESENTATIVE

MONS 159585

10037 (REV. 7-78)

ORIGINAL ENDORSEMENT

		ENDORSEMENT	NO. <input type="checkbox"/> (4)
INSURED	MONSANTO COMPANY, ETAL		
AGENT			POLICY OR CERTIFICATE
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS	APRIL 1, 1985		NO. HI 178659
TYPE OF COVERAGE			REFER NO.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO FIDELITY, FIDELITY GUARANTEE, FORGERY, COMMERCIAL BLANKET BOND, OR ANY SIMILAR COVERAGE AS DEFINED BY UNDERWRITERS AT LLOYD'S OF LONDON POLICY NO. SD8019(C)/UQA0065.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE UNDERLYING AGGREGATE LIMITS SCHEDULED IN THE DECLARATIONS HEREUNDER SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL NOT BE IMPAIRED BY ANY SUIT, CLAIM OR LOSS EXCLUDED BY THIS ENDORSEMENT.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

BY


AUTHORIZED REPRESENTATIVE

MONS 159586

10037 (REV. 7-78)

INSURED	MONSANTO COMPANY, ETAL	ENDORSEMENT	NO. <input type="checkbox"/> (3)
PTICER			
TH. EFFECTIVE DATE OF THIS ENDORSEMENT IS	APRIL 1, 1985	POLICY OR CERTIFICATE	
TYPE OF COVERAGE		NO. HI 178659	
		REFER NO.	

PARTICIPATION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS 6 % PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING \$ 3,000,000 PART OF \$ 50,000,000) EXCESS OF \$150,000,000 AND THE LIABILITY OF THIS COMPANY IS LIMITED TO THE SAME PROPORTION, NAMELY 6 % (BEING \$ 3,000,000 PART OF \$50,000,000) OF ANY LOSS HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE FOR LIMITS OF LIABILITY OF 94 % PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING \$47,000,000 PART OF \$50,000,000) EXCESS OF \$150,000,000. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THIS COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

BY


AUTHORIZED REPRESENTATIVE

MONS 159587

ORIGINAL ENDORSEMENT

INSURED	MONSANTO COMPANY, ETAL		NO. D (2)
PT. JGER			POLICY OR CERTIFICATE
TR. EFFECTIVE DATE OF THIS ENDORSEMENT IS	APRIL 1, 1985		NO. HI 178659
TYPE OF COVERAGE			REFER NO.

AMENDMENT OF CANCELLATION CONDITION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS POLICY MAY BE CANCELLED BY THIS COMPANY AT ANY TIME FOR FAILURE OF THE INSURED TO PAY ANY PREMIUM WHEN DUE BY MAILING OR DELIVERING TO THE INSURED WRITTEN NOTICE STATING WHEN, NOT LESS THAN 10 DAYS THEREAFTER, SUCH CANCELLATION SHALL BE EFFECTIVE.

IT IS FURTHER AGREED TO AMEND CONDITION (3) CANCELLATION, IN PART, TO READ SIXTY (60) DAYS IN LIEU OF THIRTY (30) DAYS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED AT NEW YORK, NEW YORK THIS 8TH DAY OF MAY, 1985

BY 
AUTHORIZED REPRESENTATIVE

HARBOR INSURANCE COMPANY

MONS 159588

ML 88-5-15 78

OU 6679a
(Ed. 10-59)

A&G 661a

(1)

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)**This endorsement, effective **APRIL 1, 1985** (12:01 A.M., standard time), forms a part of policy No. **HI 178659**insured to **MONSANTO COMPANY, ETAL**by **HARBOR INSURANCE COMPANY**

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

[AUTHENTIC]


 Authorized Representative

MONS 159589

Policy Number
HXL- 1 57 60 88
Declarations
 Excess Liability Policy


Insured by the Stock Company checked below and hereinafter called the Company			
<input checked="" type="checkbox"/> The Home Insurance Company Manchester, New Hampshire	<input type="checkbox"/> City Insurance Company Short Hills, New Jersey	<input type="checkbox"/>	
<input type="checkbox"/> The Home Indemnity Company Manchester, New Hampshire	<input type="checkbox"/> The Home Insurance Company of Indiana, Indianapolis, Indiana		
Item 1. Named Insured and Mailing Address (No. Street, Town or City, County, State, Zip Code) Monsanto Company, et al 800 North Lindbergh Blvd. St. Louis, MO. 63167		Producer Name Thomas E. Sears, Inc.	
Item 2. Policy Premium \$ 4,000.		Policy Period From (Mo.-Day.-Yr) 4-1-85 To (Mo.-Day.-Yr) 4-1-86 12:01 A.M. Standard Time at the address of the Named Insured	
Rate Flat Charge	In Advance \$ 4,000.	Policy Minimum Premium \$ 500.	1st Anniversary \$
Item 3. Limits of Liability The Company's liability under this policy shall not exceed the following Limit: 2.0 Percent of the ultimate Net Loss in excess of all underlying insurance but for no greater amount than: \$ 1,000,000. Each Occurrence \$ 1,000,000. Annual Aggregate as defined in the First Underlying Insurance Policy		2nd Anniversary \$	
Item 4. Schedule of Underlying Insurance First Underlying Insurance Policy: Carrier, Policy No. and Term London, TBA 4-1-85-86			
		Applicable Limit \$ 4,750,000	Each Occurrence
		\$ 4,750,000.	Annual Aggregate (where applicable)
Other Underlying Insurance Various Ins. Cos. 4-1-85-86			
		Applicable Limit \$145,250,000.	Each Occurrence
		\$145,250,000.	Annual Aggregate (where applicable)
Subject to forms attached hereto (enter form number and edition date) H22300FH(11/81) H35269F(5/83)			
(Do Not Write Below This Line)			
Do Not Write In This Box		Countersigned at Boston, Ma.	Issue Date 6-19-85mbs
		Authorized Representative Signature 	Countersign Date 6/20/85

- 35268 F Ed 5-83

Insured's Copy

MONS 159590

Excess Liability Policy



THE HOME INSURANCE COMPANIES		
BUSINESS AUTO POLICY	GOLD KEY HOMEOWNERS POLICY	
WORKERS' COMPENSATION POLICY	CRAFT MASTER POLICY	COMM
COMMERCIAL UMBRELLA	EXCESS CASUALTY	BUILDERS' RISK
PERSONAL PROPERTY FLOATER	GOLD KEY AUTOMOBILE POLICY	FIRE POLICY
YACHT MASTER POLICY	OIL LEASE PROPERTY	EXTRA STRENGTH
TRUCKERS POLICY	CASUALTY SPECIALTY LINES	WOR
BUSINESS OWNER'S POLICY	PROFESSIONAL LIABILITY	OCEAN MARINE POL
GARAGE POLICY	GOLD KEY BUSINESS OWNER'S POLICY	
OWNERS', LANDLORDS' AND TENANTS'	INSTALLATION FLOATER	ELECT
ELECTRONIC DATA PROCESSING POLICY	EXCESS CASUALTY	
ENVIRONMENTAL IMPAIRMENT LIABILITY	BOILER AND MACHINERY POLICY	
CONDOMINIUM PACKAGE POLICY	INLAND MARINE POLICY	
BLANKET CRIME POLICY	MARINA PACKAGE	DIFFERENCE IN CONDITIONS POL
INDUSTRIAL POLICY	MANUFACTURER'S AND CONTRACTOR'S LIA	
CUSTOM COVER POLICY	BOAT DEALERS POLICY	MONEY & SECURITIES POL
HOSPITALITY POLICY	GROUP ACCIDENT PLANS	COMPREHENSIVE
COMPREHENSIVE GLASS POLICY	BAILEES CUSTOMERS POLICY	APART
APARTMENT OWNER'S POLICY	PROTECTION AND INDEMNITY	MONEY & SECURITIES
VALUABLE PAPERS AND RECORDS	INSTITUTIONAL POLICY	
ENVIRONMENTAL IMPAIRMENT LIABILITY	GOLD KEY BUSINESS OWNER'S POL	

The services shown above are a partial list of the Home Insurance Companies' services. Some services shown may not be available in all states. Contact your agent or broker for further information.

MONS 159591

Provisions

In consideration of the payment of the premium, the Company, in reliance upon the statements in the DECLARATIONS and upon the covenants, warranties, representations and mutual agreements set forth herein and in the DECLARATIONS, and subject to all the terms and conditions of this policy, hereby agrees with the Insured as follows:

Insuring Agreements

1. The Company hereby agrees to pay on behalf of the Insured the Ultimate Net Loss in excess of the Underlying Insurance as shown in Item 4 of the Declarations, but only up to an amount not exceeding the Company's Limit of Liability as shown in Item 3 of the Declarations. Except for the Terms, Definitions, Conditions, and Exclusions of this policy, the coverage provided by this policy shall follow the Insuring Agreements, Definitions, Conditions and Exclusions of the First Underlying Insurance Policy as shown in Item 4 of the Declarations.

2. The limits of the Underlying Insurance shall be maintained in full effect during the currency of this policy except for reduction of such limits by exhaustion of aggregate limits (if any) contained therein by paying or by having been held liable to pay for damages for accident(s) or occurrence(s), whichever is applicable, during Each Annual Period of this policy. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be liable only to the extent that it would have been held liable had the Insured complied with

3. The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's Limit of Liability beyond that set forth in Item 3 of the Declarations.

Definitions

1. Ultimate Net Loss. The term "Ultimate Net Loss" shall mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurance, excepting however the policy(ies) of the Underlying Insurer(s).

Ultimate Net Loss shall exclude all interest accruing after entry of judgment, costs and expenses, except with the consent of the Company.

2. Each Annual Period. The term "Each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this policy

Conditions

1. Changes. The Company shall be promptly notified of any coverage or limit change(s) made after the inception date of this policy to the First Underlying Insurance Policy as shown in Item 4 of the Declarations

2. Premium. The Insured shall pay premium to the Company as specified in the Declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as follows. If the earned premium thus computed is more than the advance premium paid, the Insured shall immediately pay the excess to the Company; if less, the Company shall return the difference to the Insured, but the Company shall receive and retain the Policy Minimum Premium.

3. Notification of Accidents or Occurrences. The Insured, upon knowledge of any accident or occurrence, whichever is applicable, involving injuries or damages, which, without regard to liability, are likely to give rise to a claim hereunder, shall provide prompt written notice to the Company.

4. Defense. The Company shall not be called upon to assume charge of the investigation, settlement or defense of any claim made, or suits brought, or proceedings instituted against the Insured, but shall have the right and be given the opportunity to be associated in the defense and trial of any such claim, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. If the Company avails itself of such right and opportunity the Company shall do so at its own expense.

Court costs and interest, if incurred with the consent of the Company, shall be borne by the Company and other interested parties in the proportion that each party's share of the Ultimate Net Loss bears to the total amount of Ultimate Net Loss sustained by all interested parties.

5. Cancellation. This policy may be cancelled by the Named Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when not less than ten (10) days for non-payment of the premium or thirty (30) days for other than non-payment of the premium thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice, either by the Named Insured or by the Company, shall be equivalent to mailing.

The Insured first named in the Declarations is authorized to act on behalf of all Named Insureds and other Insureds with respect to the giving and receiving of notice of cancellation and to the receiving of any return premium that may become payable under this policy.

If the Named Insured cancels, earned premium shall be computed in accordance with the short rate table and procedure in use for this policy. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. In the event of cancellation by the Named Insured, earned premium shall in no case be less than the Policy Minimum Premium stated in the Declarations.

Exclusion

This policy shall not apply:

1. Under any Liability Coverage, to Ultimate Net Loss

(a) with respect to which an Insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) arising out of hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to Personal Injuries resulting from hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

3. Under any Liability Coverage, to Ultimate Net Loss arising out of hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of an Insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured, or

(c) the Ultimate Net Loss arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to Property Damage to such nuclear facility and any property thereat.

4. As used in this exclusion:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting reaction or to contain a critical mass of fissionable material;

"Property Damage" means

(a) physical injury to or destruction of tangible property, which occurs during the policy period, including the loss of use thereof at any time resulting therefrom; or

(b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

Property Damage shall also mean all forms of radioactive contamination of property.

In witness whereof, the Company has caused this policy to be signed by its President and Secretary and countersigned on the Declarations Page by a duly authorized representative of the Company

T. Bowring Woodbury II

T. Bowring Woodbury, II
Secretary

Peter C.R. Huang

Peter C.R. Huang
President
of THE HOME INSURANCE
COMPANY

Waverly G. Smith

Waverly G. Smith
President
of the Company identified in
the Declarations other than THE
HOME INSURANCE COMPANY

Non-Premium Endorsement

JAN 2 1986

Date Prepared Dec. 31, 1985	Endorsement No. 3
--------------------------------	----------------------

Issued by

- ☒ The Home Insurance Company ☐ City Insurance Company ☐
☐ The Home Indemnity Company ☐ The Home Insurance Company of Indiana

Policy Number HXL1576088	Certificate Number	Named Insured Monsanto Company, etal	
Producer Thomas E. Sears, Inc.		Producer No. - OPC 25513 041	
Policy Period:	Inception (Month-Day-Year) 4-1-85	Expiration (Month-Day-Year) 4-1-86	Effective Date and Time of Endorsement 4-1-85 12:01 AM

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is hereby agreed and understood that the Declaration Sheet
(H35268F Ed. 5-83) item four is amended to the following:

First Underlying Insurance Policy:

London T.B.A.	\$5,000,000 Each Occurrence
4-1-85 to 4-1-86	\$5,000,000 Annual Aggregate

Other Underlying Insurance:

Various Insurance Companies On File With Home Insurance	\$145,000,000 Each Occurrence
T.B.A. 4-1-85 to 4-1-86	\$145,000,000 Annual Aggregate

 Signature of Authorized Representative

H22300 FH (S) Rev 11/81

HOME

The Home Insurance Companies

Insured Copy

MONS 159595

Non-Premium Endorsement

Date Prepared 6-19-85mbs	Endorsement No. 2
-----------------------------	----------------------

Issued by

- ☒ The Home Insurance Company ☐ City Insurance Company ☐
☐ The Home Indemnity Company ☐ The Home Insurance Company of Indiana

Policy Number HXL1576088	Certificate Number	Named Insured Monsanto Company, etal	
Producer Thomas E. Sears, Inc.		Producer No - OPC 25513-041	
Policy Period:	Inception (Month-Day-Year) 4-1-85	Expiration (Month-Day-Year) 4-1-86	Effective Date and Time of Endorsement 4-1-85

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged

ABSOLUTE POLLUTION EXCLUSION

This Policy shall not apply to Ultimate Net Loss arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any watercourse or body of water.

Signature of Authorized Representative

M22300 FH (S), Rev. 11/81

Insured Copy

The Home Insurance Companies

MONS 159596

Non-Premium Endorsement

Date Prepared 6-19-85mbs	Endorsement No. 1
-----------------------------	----------------------

Issued by

- ☒ The Home Insurance Company ☐ City Insurance Company ☐
☐ The Home Indemnity Company ☐ The Home Insurance Company of Indiana

Policy Number HXL1576088	Certificate Number	Named Insured Monsanto Company, etal	
Producer Thomas E. Sears, Inc.		Producer No. - CPC 25513-041	
Policy Period:	Inception (Month-Day-Year) 4-1-85	Expiration (Month-Day-Year) 4-1-86	Effective Date and Time of Endorsement 4-1-85; 12:01 A.M.

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

NAMED INSURED

It is agreed the Named Insured is amended to read:

Monsanto Company and/or subsidiaries owned and controlled companies, held directly or indirectly as now hereafter constituted; and associated or affiliated companies in which Monsanto Company has an interest equal to 50% or less, either directly or indirectly, but only to the extent of Monsanto Company's interest.

Signature of Authorized Representative

H22300 FH (S) Rev. 11/81

Insured Copy

The Home Insurance Companies

MONS 159597



Harbor Insurance Company
(a Stock Company, herein called the "Company")

HOME OFFICE: 4201 Wilshire Boulevard, Los Angeles, California 90010

No. Φ HI 179557

The Company hereby agrees with the Insured named in the Declarations made a part of this policy (hereof), in consideration of the payment of the premium and in reliance upon the statements in the Declarations, to provide insurance to the Insured in accordance with the terms stated in the Declarations and in the documents attached hereto and incorporated in this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

W. J. O. Boyd
Secretary

Edwin V. Hughes
President

THOMAS E. SEARS, INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116

DECLARATIONS

INSURED'S NAME: **MONSANTO COMPANY, ET AL**

INSURED'S ADDRESS: **800 NORTH LINDBERG BOULEVARD
ST. LOUIS, MISSOURI 63166**

No. Φ HI 179557

TYPE OF COVERAGE	EXCESS UMBRELLA LIABILITY		INFORMATION HERE ASSUMED IN EVENT OF INCONSISTENCY WITH WORDINGS AND/OR ENDORSEMENTS ATTACHED HERETO SAID WORDINGS AND/OR ENDORSEMENTS PREVAIL.
AMOUNT OR LIMITS	\$10,000,000.00 COMBINED SINGLE LIMIT PART OF \$107,500,000.00 EXCESS OF \$142,500,000.00		
POLICY PERIOD	FROM: APRIL 1, 1984 12:01 A.M. STANDARD TIME <input checked="" type="checkbox"/> AT THE ADDRESS OF THE INSURED <input type="checkbox"/> AT THE LOCATION OF THE PROPERTY	TO: APRIL 1, 1985	TERM: ONE YEAR

FORMS ATTACHED: **HU 6096(REV.1-79), ENDORSEMENTS 1 THROUGH 7.**

FLAT PREMIUM

\$12,250.00

TOTAL

\$12,250.00

Harbor Insurance Company

By *Eugene P. Allen*
AUTHORIZED REPRESENTATIVE

DATED AT **NEW YORK, NEW YORK**

THIS **5TH**

DAY OF **JUNE, 1984**

HI 1000-7 (10/78)

MONS 159032

EXCESS UMBRELLA POLICY DECLARATIONS

ITEM 1. Named Insured: **MONSANTO COMPANY, ET AL**
(SEE ENDORSEMENT NO. 2)

ITEM 2. Underlying Umbrella Policies: **WALBROOK INSURANCE COMPANY, LIMITED AND VARIOUS
OTHER FOREIGN AND DOMESTIC COMPANIES**

ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): **\$142,500,000.00**

ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): **\$142,500,000.00**

ITEM 5. Limit of Liability (Insuring Agreement 2): **\$10,000,000.00 PART OF \$107,500,000.00**

ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): **\$10,000,000.00 PART OF \$107,500,000.00**

ITEM 7. Notice of Occurrence (Condition 4) to: **HARBOR INSURANCE COMPANY
4201 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010**

NAMED INSURED:

As stated in Item 1 of the Declarations forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

1. COVERAGE.

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law;
- or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages on account of:—

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, during the policy period and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by certain Insurance Companies, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY — UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:—

\$ (as stated in Item 3 of the Declarations) Ultimate Net Loss in respect of each occurrence, but

\$ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations) Ultimate Net Loss in respect of each occurrence — subject to a limit of

\$ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

ATTACHING TO AND FORMING PART OF THE POLICY NUMBER **HI 179557**

DATED **NEW YORK,** THIS **5TH** DAY OF **JUNE,**
AT **NEW YORK** 1984

HARBOR INSURANCE COMPANY

Eugene P. Allen
BY _____ AUTHORIZED REPRESENTATIVE.

— 6096 112 84 —

MONS 159033

... CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof without reduction of coverage or except for any reduction of the aggregate limits contained therein solely by the payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or its representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or its representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this insurance has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

In the event that the Company or its authorized representative has issued or may issue, at the request of the Insured, certificates of insurance and/or statutory filings and/or other evidences of insurance (hereinafter referred to as certificates) under this Policy which certificates require the Company to give advance notice of cancellation to the recipients of such certificates or others than the Insured, if it should elect to cancel this Policy, shall give the Company not less than the same advance notice of cancellation as is required to be given by the Company under such certificates and in doing so shall allow the Company not less than three business days for the preparation and mailing of such notices of cancellation to the recipients of such certificates.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable; provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE.

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

6. SOLE AGENT.

The first Named Insured shall be deemed the sole agent of each and every Named Insured for the purposes of (1) giving notice of cancellation, either by the Company or the Named Insured, (2) giving instructions for changes in this Policy, and (3) the payment of premiums or receipt of return premiums.

MONS 159034

ENDORSEMENT

INSURED Monsanto Company etal

NO. ☒ BPRODUCER Swett and Crawford of Boston, Massachusetts
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS April 1, 1984

POLICY OR CERTIFICATE

NO. HI 179557

TYPE OF COVERAGE Excess Umbrella Liability

Premium	% Fed. Tax	% State Tax	% Stamping Fee	Policy Fee	TOTAL
\$250.00	--	--	--	--	\$250.00
Additional Premium					

In consideration of an additional premium of \$250.00, it is understood and agreed that the policy premium is amended to be \$12,500.00.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED
AT

New York, N.Y.

THIS 24th DAY OF August, 1984

BY

AUTHORIZED REPRESENTATIVE

J 5920 7 2/81

ORIGINAL ENDORSEMENT

MONS 159035

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. ☐ 7

INSURED

POLICY OR CERTIFICATE

 THE EFFECTIVE DATE OF THIS ENDORSEMENT IS
 TYPE OF COVERAGE

NO. HI 179557

REFER NO.

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS 9.3% PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING \$10,000,000.00 PART OF \$107,500,000.00) EXCESS OF \$142,500,000.00 AND THE LIABILITY OF THIS COMPANY IS LIMITED TO THE SAME PROPORTION, NAMELY 9.3% (BEING \$10,000,000.00 PART OF \$107,500,000.00) OF ANY LOSS HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE FOR LIMITS OF LIABILITY OF 90.7% PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING \$97,500,000.00 PART OF \$107,500,000.00) EXCESS OF \$142,500,000.00. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THIS COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.


HARBOR INSURANCE COMPANY

DATED
ATNEW YORK,
NEW YORK

THIS

5TH DAY OF JUNE, 1984

BY


 AUTHORIZED REPRESENTATIVE

MONS 159036

GU 6679
(Ed 10-59)A&G 461a
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

NO. 1

This endorsement, effective **APRIL 1, 1984**, forms a part of policy No. **HI 179557**
(12:01 A.M., standard time)issued to **MONSANTO COMPANY, ET AL**
by **HARBOR INSURANCE COMPANY**

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

HARBOR INSURANCE COMPANY

BY:

Eugene H. Allen

Authorized Representative

(AUTHENTIC)

MONS 159037

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. ☐

6

INSURED

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

TYPE OF COVERAGE

POLICY OR CERTIFICATE

NO.

HI 179537

REFER NO.

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO:

- 1) EXCESS FIDELITY LIABILITY
- 2) EXCESS WORKERS COMPENSATION

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED
AT

NEW YORK,
NEW YORK

THIS 5TH DAY OF JUNE, 1984

BY

Eugene L. Cullen

WITNESSES

MONS 159038

INSURED PRODUCER THE EFFECTIVE DATE OF THIS ENDORSEMENT TYPE OF COVERAGE	ENDORSEMENT	NO. D POLICY NO. REFER NO	5 HI 179557
---	--------------------	--	----------------------------------

CONTAMINATION OR POLLUTION EXCLUSION

IT IS UNDERSTOOD AND AGREED THAT EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THE ASSURED IN THE UNDERLYING INSURANCES AS SET OUT IN THE SCHEDULE OF UNDERLYING POLICIES, THIS INSURANCE SHALL NOT APPLY TO ANY LOSS ARISING OUT OF CONTAMINATION OR POLLUTION.

NOTWITHSTANDING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF:

(1) SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

(2) OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTES) INTO OR UPON ANY WATERCOURSE OR BODY OF WATER, BOG, MARSH, SWAMP OR WETLAND, WHETHER OR NOT SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL, BUT THIS EXCLUSION (2) SHALL APPLY ONLY WITH RESPECT TO OPERATIONS DESCRIBED AS FOLLOWS.

DESCRIPTION OF OPERATIONS

GASOLINE RECOVERY - FROM CASING HEAD OR NATURAL GAS
 NON OPERATING WORKING INTERESTS
 OIL OR GAS WELL SHOOTING
 OIL OR GAS WELLS - ACIDIZING
 OIL OR GAS WELLS - CEMENTING
 OIL OR GAS WELLS - CLEANING OR SWABBING - BY CONTRACTORS
 OIL OR GAS WELLS - SERVICING - BY CONTRACTORS
 OIL OR GAS WELLS - DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING
 OIL OR GAS WELLS - INSTRUMENT LOGGING OR SURVEY WORK IN WELLS
 OIL OR GAS WELLS - PERFORATING OF CASING
 OIL LEASE OPERATORS OR GAS LEASE OPERATORS - NATURAL GAS
 OIL PIPE LINES - OPERATION, INCLUDING MAINTENANCE
 OIL RIG OR DERRICK ERECTING OR DISMANTLING - WOOD OR METAL - INCLUDING CONSTRUCTION OF FOUNDATIONS OR STRUCTURES OR INSTALLATION OF EQUIPMENT
 OIL REFINING - PETROLEUM
 OTHER PETROCHEMICAL OPERATIONS
 CHEMICAL MANUFACTURING

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT NEW YORK,
 NEW YORK

HU-6192.7 (REV. 7-80)

THIS 5TH DAY OF JUNE, 1984 BY

Eugene R. Allen
 AUTHORIZED REPRESENTATIVE

MONS 159039

ORIGINAL ENDORSEMENT

	ENDORSEMENT	NO. <input type="checkbox"/> 4
INSURED		
PRODUCER		POLICY OR CERTIFICATE
EFFECTIVE DATE OF THIS ENDORSEMENT IS		NO. HI 179557
TYPE OF COVERAGE		REFER NO.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF ANY ACT, ERROR OR OMISSION, OR BREACH OF DUTY OF ANY INSURED SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO WITH RESPECT TO THEIR DUTIES UNDER ANY PENSION OR EMPLOYEE BENEFIT PLANS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED
AT

NEW YORK,
NEW YORK

THIS 5TH DAY OF JUNE, 1984

BY

HARBOR INSURANCE COMPANY

Eugene P. Allen
AUTHORIZED REPRESENTATIVE

ML 8806-7 (8-78)

MONS 159040

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. 3

INSURED

PRODUCER

1. EFFECTIVE DATE OF THIS ENDORSEMENT IS
TYPE OF COVERAGE

POLICY OR CERTIFICATE

NO. HI 179557

REFER NO.

AMENDMENT OF CANCELLATION CLAUSE

IT IS UNDERSTOOD AND AGREED THAT THE WORDS "30 DAYS" APPEARING IN CONDITION 3
ARE DELETED AND (60) DAYS SUBSTITUTED THEREFORE; EXCEPT FOR NON-PAYMENT OF
PREMIUM, IN WHICH CASE, TEN DAYS NOTICE SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF
POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED
AT

NEW YORK,
NEW YORK

THIS 5TH DAY OF JUNE, 1984

BY

HARBOR INSURANCE COMPANY

Eugene F. Allen
AUTHORIZED REPRESENTATIVE

MONSANTO COMPANY

MONS 159041

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. ☐

2

INSURED

PF. JICER

TO EFFECTIVE DATE OF THIS ENDORSEMENT IS
TYPE OF COVERAGE

POLICY OR CERTIFICATE

NO. HI 179557

REFER NO.

NAMED INSURED ENDORSEMENT

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO READ:

MONSANTO COMPANY AND OTHERS AS STATED IN THE SCHEDULED UNDERLYING
UMBRELLA POLICIES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF
POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED
AT

NEW YORK,
NEW YORK

THIS 5TH DAY OF JUNE, 1984

BY

HARBOR INSURANCE COMPANY

Eugene L. Allen
AUTHORIZED REPRESENTATIVE

10037-001 276

MONS 159042



Harbor Insurance Company
(a Stock Company, herein called the "Company")

HOME OFFICE: 4201 Wilshire Boulevard, Los Angeles, California 90010

No. \diamond HI 179558

The Company hereby agrees with the Insured named in the Declarations made a part of this policy (hereof), in consideration of the payment of the premium and in reliance upon the statements in the Declarations, to provide insurance to the Insured in accordance with the terms stated in the Declarations and in the documents attached hereto and incorporated in this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

W. J. D. Boyd
Secretary

Edwin V. Hughes
President

THOMAS E. SEARS, INC.

INSURANCE - REINSURANCE

1000 MASSACHUSETTS TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116

DECLARATIONS

INSURED'S NAME: **MONSANTO COMPANY, ET AL**

INSURED'S ADDRESS: **800 NORTH LINDBERG BOULEVARD
ST. LOUIS, MISSOURI 63166**

No. \diamond HI 179558

TYPE OF COVERAGE	EXCESS UMBRELLA LIABILITY		INFORMATION HEREIN ASSUMED. IN EVENT OF INCONSISTENCY WITH WORDINGS AND/OR ENDORSEMENTS ATTACHED HERETO SAID WORDINGS AND/OR ENDORSEMENTS PREVAIL.
AMOUNT OR LIMITS	\$5,000,000.00 COMBINED SINGLE LIMIT PART OF \$61,500,000.00 EXCESS OF \$250,000,000.00		
POLICY PERIOD	FROM: APRIL 1, 1984 TO: APRIL 1, 1985	TERM: ONE YEAR	
12:01 A.M. STANDARD TIME <input checked="" type="checkbox"/> AT THE ADDRESS OF THE INSURED <input type="checkbox"/> AT THE LOCATION OF THE PROPERTY			

FORMS ATTACHED: **HU 6096 CFS (REV. 1-79), ENDORSEMENTS 1 THROUGH 7.**

FLAT	PREMIUM	TOTAL
	\$5,000.00	\$5,000.00

Harbor Insurance Company

Eugene L. Allen
By AUTHORIZED REPRESENTATIVE

DATED AT **NEW YORK, NEW YORK**

THIS **5TH** DAY OF **JUNE, 1984**

411 8000, 7 (12/78)

MONS 159081

EXCESS UMBRELLA POLICY DECLARATIONS

- ITEM 1. Named Insured: **MONSANTO COMPANY, ET AL**
(SEE ENDORSEMENT NO. 2)
- ITEM 2. Underlying Umbrella Policies: **WALBROOK INSURANCE COMPANY, LIMITED AND VARIOUS
OTHER FOREIGN AND DOMESTIC COMPANIES**
- ITEM 3. Underlying Umbrella Limits (Insuring Agreement 2): **\$250,000,000.00**
- ITEM 4. Underlying Umbrella Aggregate Limits (Insuring Agreement 2): **\$250,000,000.00**
- ITEM 5. Limit of Liability (Insuring Agreement 2): **\$5,000,000.00 PART OF \$61,500,000.00**
- ITEM 6. Aggregate Limit of Liability (Insuring Agreement 2): **\$5,000,000.00 PART OF \$61,500,000.00**
- ITEM 7. Notice of Occurrence (Condition 4) to: **HARBOR INSURANCE COMPANY
4201 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90010**

NAMED INSURED:

As stated in Item 1 of the Declarations forming a part hereof, and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company.

INSURING AGREEMENTS

1. COVERAGE.

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law;
 - or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,
- for damages on account of:-

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, during the policy period and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by certain Insurance Companies, (hereinafter called the "Underlying Umbrella Insurers").

2. LIMIT OF LIABILITY - UNDERLYING LIMITS.

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective Ultimate Net Loss Liability as follows:-

\$ (as stated in Item 3 of the Declarations) Ultimate Net Loss in respect of each occurrence, but

\$ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured,

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations) Ultimate Net Loss in respect of each occurrence - subject to a limit of

\$ (as stated in Item 6 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products and Completed Operations Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

ATTACHING TO AND FORMING PART OF THE POLICY **HI 179558**

HARBOR INSURANCE COMPANY

DATED **NEW YORK,** THIS **5TH** DAY OF **JUNE,**
AT **NEW YORK** **1984**

BY *Eugene R. Allen*
AUTHORIZED REPRESENTATIVE.

MONS 159082

CONDITIONS

1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY.

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other Excess Policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE.

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof without reduction of coverage or except for any reduction of the aggregate limits contained therein solely by the payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy.

3. CANCELLATION.

This Policy may be cancelled by the Named Insured or by the Company or its representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Insured or by the Company or its representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this insurance has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium.

In the event that the Company or its authorized representative has issued or may issue, at the request of the Insured, certificates of insurance and/or statutory filings and/or other evidences of insurance (hereinafter referred to as certificates) under this Policy which certificates require the Company to give advance notice of cancellation to the recipients of such certificates or others than the Insured, if it should elect to cancel this Policy, shall give the Company, not less than the same advance notice of cancellation as is required to be given by the Company under such certificates and in doing so shall allow the Company not less than three business days for the preparation and mailing of such notices of cancellation to the recipients of such certificates.

4. NOTICE OF OCCURRENCE.

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE.

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

6. SOLE AGENT.

The first Named Insured shall be deemed the sole agent of each and every Named Insured for the purposes of (1) giving notice of cancellation, either by the Company or the Named Insured, (2) giving instructions for changes in this Policy, and (3) the payment of premiums or receipt of return premiums.

EXCESS UMBRELLA POLICY

MONS 159083

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. ☐

7

INSURED

POLICY

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS

TYPE OF COVERAGE

POLICY OR CERTIFICATE

NO.

HI 179558

REFER NO.

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS POLICY IS WRITTEN IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS .08% PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING \$5,000,000.00 PART OF \$61,500,000.00) EXCESS OF \$250,000,000.00 AND THE LIABILITY OF THIS COMPANY IS LIMITED TO THE SAME PROPORTION, NAMELY .08% (BEING \$5,000,000.00 PART OF \$61,500,000.00) OF ANY LOSS HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE FOR LIMITS OF LIABILITY OF .92% PART OF 100% OF THE LIMITS OF LIABILITY STATED IN THE ATTACHED POLICY WORDING (BEING \$56,500,000.00 PART OF \$61,500,000.00) EXCESS OF \$250,000,000.00. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THIS COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH THE SAID CONDITION.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

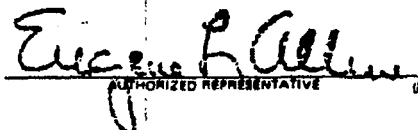
HARBOR INSURANCE COMPANY

DATED
ATNEW YORK,
NEW YORK

THIS

5TH DAY OF JUNE, 1984

BY


AUTHORIZED REPRESENTATIVE

263 11 11

MONS 159084

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. ☐

6

INSURED

POLICY

EFFECTIVE DATE OF THIS ENDORSEMENT IS
TYPE OF COVERAGE

POLICY OR CERTIFICATE

NO.

RI 179558

REFER NO.

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO:

- 1) EXCESS FIDELITY LIABILITY
- 2) EXCESS WORKERS COMPENSATION

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF
POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED
AT

NEW YORK,
NEW YORK

THIS 5TH DAY OF JUNE, 1984

BY

Eugene L. Allen
AUTHORIZED REPRESENTATIVE

MONS 159085

DISCOPED

PRODUCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT
TYPE OF COVERAGE

ENDORSEMENT

NO. D

5

POLICY
NO.

HI 179558

REFER NO.

CONTAMINATION OR POLLUTION EXCLUSION

IT IS UNDERSTOOD AND AGREED THAT EXCEPT INSOFAR AS COVERAGE IS AVAILABLE TO THE ASSURED IN THE UNDERLYING INSURANCES AS SET OUT IN THE SCHEDULE OF UNDERLYING POLICIES, THIS INSURANCE SHALL NOT APPLY TO ANY LOSS ARISING OUT OF CONTAMINATION OR POLLUTION.

NOTWITHSTANDING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE DOES NOT APPLY TO BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF:

(1) SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER, BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

(2) OIL OR OTHER PETROLEUM SUBSTANCE OR DERIVATIVE (INCLUDING ANY OIL REFUSE OR OIL MIXED WITH WASTES) INTO OR UPON ANY WATERCOURSE OR BODY OF WATER, BOG, MARSH, SWAMP OR WETLAND, WHETHER OR NOT SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL, BUT THIS EXCLUSION (2) SHALL APPLY ONLY WITH RESPECT TO OPERATIONS DESCRIBED AS FOLLOWS:

DESCRIPTION OF OPERATIONS

GASOLINE RECOVERY - FROM CASING HEAD OR NATURAL GAS
NON OPERATING WORKING INTERESTS
OIL OR GAS WELL SHOOTING
OIL OR GAS WELLS - ACIDIZING
OIL OR GAS WELLS - CEMENTING
OIL OR GAS WELLS - CLEANING OR SWABBING - BY CONTRACTORS
OIL OR GAS WELLS - SERVICING - BY CONTRACTORS
OIL OR GAS WELLS - DRILLING OR REDRILLING, INSTALLATION OR RECOVERY OF CASING
OIL OR GAS WELLS - INSTRUMENT LOGGING OR SURVEY WORK IN WELLS
OIL OR GAS WELLS - PERFORATING OF CASING
OIL LEASE OPERATORS OR GAS LEASE OPERATORS - NATURAL GAS
OIL PIPE LINES - OPERATION, INCLUDING MAINTENANCE
OIL RIG OR DERRICK ERECTING OR DISMANTLING - WOOD OR METAL - INCLUDING CONSTRUCTION OF FOUNDATIONS OR STRUCTURES OR INSTALLATION OF EQUIPMENT
OIL REFINING - PETROLEUM
OTHER PETROCHEMICAL OPERATIONS
CHEMICAL MANUFACTURING

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HARBOR INSURANCE COMPANY

DATED AT NEW YORK,
NEW YORK

THIS

5TH DAY OF

JUNE, 1984 BY

AUTHORIZED REPRESENTATIVE

MU-8192-7 (REV. 7-80)

MONS 159086

ORIGINAL ENDORSEMENT

	ENDORSEMENT	NO. <input type="checkbox"/> 4
INSURED		
TOUCER		POLICY OR CERTIFICATE
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS		NO. HI 179558
TYPE OF COVERAGE		REFER NO.

IT IS UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF ANY ACT, ERROR OR OMISSION, OR BREACH OF DUTY OF ANY INSURED SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO WITH RESPECT TO THEIR DUTIES UNDER ANY PENSION OR EMPLOYEE BENEFIT PLANS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED
AT

NEW YORK,
NEW YORK

THIS 5TH DAY OF JUNE, 1984

BY

HARBOR INSURANCE COMPANY
Eugene R. Allen
AUTHORIZED REPRESENTATIVE

27

MU 8808-7 (9-78)

MONS 159087

ORIGINAL ENDORSEMENT

ENDORSEMENT

NO. ☐ 3

INSURED

P. UCER

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS
TYPE OF COVERAGE

POLICY OR CERTIFICATE

NO. HI 179558

REFER NO.

AMENDMENT OF CANCELLATION CLAUSE

IT IS UNDERSTOOD AND AGREED THAT THE WORDS "30 DAYS" APPEARING IN CONDITION 3
ARE DELETED AND (60) DAYS SUBSTITUTED THEREFORE; EXCEPT FOR NON-PAYMENT OF
PREMIUM, IN WHICH CASE, TEN DAYS NOTICE SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF
POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED
AT

NEW YORK,
NEW YORK

THIS 5TH DAY OF JUNE, 1984

BY

HARBOR INSURANCE COMPANY

Eugene L. Allen
AUTHORIZED REPRESENTATIVE

MONS 159088

ORIGINAL ENDORSEMENT

INSURED	ENDORSEMENT	NO. <input type="checkbox"/> 2
PRODUCER		POLICY OR CERTIFICATE
THE EFFECTIVE DATE OF THIS ENDORSEMENT IS		NO. HI 179558
TYPE OF COVERAGE		REFER NO.

NAMED INSURED ENDORSEMENT

IT IS AGREED THAT THE NAMED INSURED IS AMENDED TO READ:

MONSANTO COMPANY AND OTHERS AS STATED IN THE SCHEDULED UNDERLYING
UMBRELLA POLICIES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF
POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

DATED AT NEW YORK, THIS 5TH DAY OF JUNE, 1984

HARBOR INSURANCE COMPANY
Eugene P. Allen
BY _____
AUTHORIZED REPRESENTATIVE

0037 100 1 278

MONS 159089

GU 8679a
(Ed 10-59)A&G 661a
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(BROAD FORM)

NO. 1

This endorsement, effective **APRIL 1, 1984** (12:01 A.M., standard time), forms a part of policy No. **HI 179558**issued to **MONSANTO COMPANY, ET AL**by **HARBOR INSURANCE COMPANY**

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

HARBOR INSURANCE COMPANY

BY:

Eugene A. Allen
Authorized Representative

AUTHENTIC

MONS 159090